IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.401 OF 2006
IN
SUIT NO.5098 OF 2000

NPCC Singapore Pvt. Ltd. ..Plaintiffs.
Vs.
Daewoo Ship Building &
Heavy Metals Ltd. & Ors. ..Defendants.

Mr.R.A.Fernandes for the Plaintiff.

Mr.Prakash Shinde i/b.M/s.Dhruve & Co. for Defendant No.3.

CORAM : A.M. KHANWILKAR, J.
DATED : 21ST JUNE, 2007

P.C. :

Heard counsel for the parties.

2. After having gone through the pleadings, it is obvious that the case against Defendant No.3 Applicant, for which reason it was impleaded as party Defendant and accepted by this Court in its order dated 8th April, 2005 is that the Defendant No.3 was holding an amount belonging to the Plaintiffs in the sum of US dollars 4,24,008.

3. In the order dated 8th April, 2005 the Court, therefore, directed the Defendant No.3 to deposit that amount in this Court within four weeks. The

fact that such amount has been deposited is not in dispute. In the same order, the Court observed that on such deposit, Defendant No.3 shall be discharged to the extent of the money deposited in this Court.

4. Counsel for the Plaintiff is unable to point out any averment from the pleadings to justify the continuance of Defendant No.3 as a party Defendant in the present proceedings either as necessary party or for that matter a proper party.

5. Reading the plaint as a whole, in particular, paragraph 14, it is the Plaintiff’s case that the Defendant No.3 expressed inability to make over the amount held by them on account of the instructions issued by the Directorate of Revenue Intelligence. The agreement is essentially between the Plaintiff and Defendant Nos.1 and 2 inter-se.

6. Thus understood, there is substance in the stand of Defendant No.3 that they are neither necessary nor proper party to the proceedings between the Plaintiff and Defendant Nos.1 and 2.

7. Accordingly, the Chamber Summons is made absolute in terms of prayer clauses (a) and (b).